

TEMPORARY RULES OF ELECTRIC POWER SUPPLY AND USAGE

CHAPTER 1

I. GENERAL PROVISIONS

1. The following are the main definitions used in the Temporary Rules of Electric Power Supply and Usage (hereafter referred to as the "Rules"):

Supplier - a legal entity, which owns an electricity distribution license.

Consumer (Customer) - a legal or physical entity in need of electricity (capacity) consumption, or an organization not holding the status of a legal entity, which has signed a Power Supply Contract with the Supplier.

Sub-Consumer (Second Tier Customer) - a Consumer (Customer) which is connected to the electric networks (facilities) of another Consumer (Customer), and has a bilateral or tripartite Power Supply Contract signed in established procedures.

Facility – a mutually connected set of equipment designed for transformation, transmitting, distribution and consumption of electric energy

Daily Load Schedule - the curve of the capacity consumption changes by the hours in a day.

Technical Conditions – conditions promoted by the Supplier for connection of the Consumer's (Customer's) electricity consumption system with the distribution network of the Supplier (to the electricity consumption system of another Consumer (Customer)), for the metering of consumed electricity, for ensuring the safe and reliable operation of electricity consumption system and electricity supply

Contractual Amount of Electricity - the amount of electricity, which is mutually agreed upon between the Supplier and the Consumer (Customer), and is ratified in the Power Supply Contract.

Contractual Electric Capacity - the maximum value of the average half-hour electric capacity during particular hours, which is mutually agreed upon between the Supplier and the Consumer (Customer), and is ratified in the Power Supply Contract.

Ratified Technical Capacity - the capacity mentioned in the Power Supply Contract, which is sufficient for complete processing of the raw material in the production, or for taking the raw material out of production without any damage.

Ratified Emergency Capacity - the capacity mentioned in the Power Supply Contract, which is sufficient to secure the Consumer's (Customer's) staff and the equipment that are not subject to interruptions and the safety of the environment.

2. The Rules establish the relationship between the Supplier; the Consumer (Customer); and the second-tier Customers (Sub-Customer), and are obligatory for them.
3. Electricity supply to the Consumer (Customer) by the Supplier is permitted in conformance with the RoA Legislation if the following conditions are met:
 - Connection to the electric network in procedures specified in corresponding normative acts and technical conditions;
 - Signing of the Power Supply Contract (hereafter Contract) with the Supplier;

Except in case with residential customers, a statement about the balance sheet ownership of the networks, calculation of the consumed electricity and responsibility separation for the operation of the electric network is attached to the Contract as its integral part.

If there are Sub-Consumers (Second Tier Customers) involved, the Contract signed between the Consumer (Customer) and the Supplier should comprise the data of the second tier Customer that is connected to the Customer's network (name, address, installed capacity, consumption regime, banking data, etc.).

For residential customers only the name and the address of the Sub-Consumer (Second Tier Customer) shall be required.

4. For the accounting of the electricity expenses and payments the Supplier entity opens a Customer registration card for the Consumer (Customer) from the date of the Contract execution with the Consumer (Customer).
5. All provisions of the Rules referring to the Sub-Consumer (Second Tier Customer) shall apply to Sub-Consumer (Second Tier Customer) as well, unless otherwise specified.

CHAPTER 2

TECHNICAL CONDITIONS FOR CONNECTION OF NEW OR RESTRUCTURED CONSUMERS' (CUSTOMERS) FACILITIES TO THE NETWORK

6. The conditions for connection of the new Consumer (Customer) or reconstructed facilities of the Consumer (Customer) to the distribution network or the facilities of other Consumers (Customers) are promoted by the Supplier, and the additional provisions are promoted by the person whose facilities the new or reconstructed facilities are connected to. The costs for the

procurement and installation of the new Consumer's (Customer's) metering devices shall be born by the Supplier, unless otherwise specified by the agreement.

7. The Supplier provides the technical conditions to the new Consumer (Customer) for connection to its Consumer's (Customer's) network if the new Consumer (Customer) meets all additional technical conditions promoted by the Consumer (Customer) and upon his written consent.

The Supplier shall compensate to the Consumer (Customer) all expenses related to the provision of power supply to his Sub-consumers (Second tier Customers), calculated in conformance with the methodologies developed by the Energy Regulatory Commission of the Republic of Armenia.

8. Within 15 days of receiving a petition on the connection of the new Consumer (Customer) or reconstructed facilities of the Consumer (Customer) to the distribution network or the facilities of other Consumers (Customers) an errand from the Client about connecting new capacities, the Supplier shall provide the technical conditions for power supply.

The technical conditions for power supply should include the connection points (substation or electric transmission line), nominal voltage, feeding overhead lines or cables.

All necessary costs due to the connection of the new Consumer's (Customer's) facilities or the increase of capacity at the Consumer's (Customer's) reconstructed facilities and associated with the increase of capacity (increase of the wire section, replacement of power transformers, etc.) of the Supplier's operating electric network shall be calculated in conformance with the methodologies developed by the Energy Regulatory Commission of the Republic of Armenia.

9. Implementation of the technical conditions agreed upon between the Supplier and the Consumer (Customer) shall be binding for both Parties and cannot be waived by either Party.

The term for the implementation of the technical conditions of connection of the new Consumer (customer) to the Supplier's network shall be 2 years, unless otherwise specified by the given technical conditions.

CHAPTER 3

CONDITIONS FOR THE OPERATION OF THE POWER FACILITIES

10. All the newly connected or reconstructed facilities of the Consumer (customer), regardless of the form of their proprietorship, must comply with the technical conditions and normative acts. Also, they have to be furnished with necessary commissioning and testing documents.

11. To energize the newly connected or reconstructed facilities of the Consumer (Customer), the Consumer has to submit to the Supplier all the necessary commissioning and testing documents.
12. Voltage is given to the newly connected or reconstructed facilities of the Consumer (Customer) By the Supplier if properly sealed metering devices are installed, if there are no deficiencies at the facilities, if the responsible party for the facility is assigned and after signing the Power Supply Contract.

The Consumer (Customer) shall not have the right to place additional seals on the metering devices (commercial meter, current transformers, etc.).

Commercial metering devices are the ones specified in the Contract.

The Contract shall by all means contain the serial numbers and technical parameters of the commercial meter and other metering devices.

13. The commercial meters must be installed in a way to:
 - a) exclude any possibilities of mechanical damage or pollution;
 - b) exclude any possibilities of unauthorized access to the connection scheme and meter operation;
 - c) ensure visibility of the meter readings for the representatives of the Consumer (Customer) and the Supplier;
 - d) exclude any possibility of technical maintenance of the metering devices by the supplier's representative in the absence of the Consumer (Customer);
 - e) ensure the security of maintenance and operation of the metering devices;
 - f) exclude any hazard to people's life and health.

CHAPTER 4

ELECTRICITY CONSUMPTION MODES AND PRINCIPAL CONDITIONS

14. Supply and consumption of electricity shall take place in procedures specified by the RoA Legislation, the Contract and these Rules.
15. Each high-voltage Customer is responsible for keeping Contractual Amounts of Electricity and Capacity. It is allowed to change the Contractual Amount of Electricity and Capacity by mutual consent between the

Consumer (Customer) and the Supplier. Changes for the given month shall be carried out in established procedure and time periods.

16. In the event of emergency unloading of energy system and (or) consumption limitations of electricity the Consumer (Customer) shall be obliged to fulfill the Supplier's requirement of load reduction (shut-off), to comply with the signed Contract. Otherwise, the Supplier shall have the right to implement corresponding disconnections or restrictions in procedures specified in the Contract.
17. Disputes between the Supplier and the Customer arising from their contractual relationships shall be resolved in procedures defined by the Legislation of the RoA.

CHAPTER 5

QUANTITY AND PRICE DEFINITION AND PAYMENT PROCEDURES FOR CONSUMED ELECTRICITY

18. The quantity of consumed electricity is defined according to the readings of commercial meter, and the payment procedures shall be defined in accordance with these Rules.
19. As of the last day of the reportable month and at the hour mutually agreed upon with the Consumer (Customer), the Consumer (Customer) and the Supplier's representative shall draft a bilateral Act in the form specified in the Contract. If the Consumer's representative does not show up, the Supplier makes a unilateral Act.

The Supplier drafts the bill on consumed electricity based on the Act of the electricity quantity.

20. The Consumer (Customer) shall pay for consumed electricity based on the individual bill drafted by the Supplier, within 15 days of the receipt of such document.
21. If there is no payment within the specified 15-day period, the Supplier shall have the right to disconnect the Consumer's (Customer's) electricity supply after prior notification of at least 3 days (by fax, by notice, by telex, e-mail). The power supply shall be restored within 12 hours, if the Customer presents a document confirming the payment.

The Supplier may not disconnect the Consumer's (Customer's) energy supply if the Consumer (Customer) presents payment guarantees acceptable for the Supplier and (or) drafts a payment timetable with the Supplier on a contractual basis.

The Supplier shall have the right to disconnect the Consumer (Customer) if the latter does not cover his debt within the time period specified in the timetable.

22. The Supplier shall have the right to impose penalties on the Consumer (Customer) who does not pay his bill within the 15-day period allowed for payment. Such penalty will be established for each delinquent day at the rate specified in the Contract, but shall not exceed 0.1% daily. The total calculated amount of the penalty should not exceed 10% of the total debt.

If a debt payment timetable is drafted with the Consumer (Customer), then the amount of the debt is calculated with the imposed penalty only for the period included in such timetable.

23. In the event of discovering any errors in the bills, the Customer may apply to the Supplier, and later, if no satisfactory solution is given to the problem, to the ERC.

This item shall not, however, restrict the Consumer's (Customer's) right to resolve the issue in court.

Within 5 days of the receipt of the Consumer's (Customer's) complaint, the Supplier shall be obliged to check the calculations and inform the Customer about the results of the inspections.

In case the error in the bill is confirmed, if the Consumer (Customer):

- a) has already paid his bill, the Supplier shall be required to amend the bill and return the excess or record it as an advance payment, as the Consumer (Customer) wishes; in case of insufficient payment the Supplier shall include the outstanding amount in the bill for the current month. The excess shall be returned to the Consumer (Customer) within 15 days of the appeal. For each day after such period there will be a penalty at the rate specified in the Contract, but not to exceed 0.1% daily. The calculated penalty must not exceed 10% of the amount subject to return.
 - b) has not paid his bill, he will be given a new amended document, according to which the payment shall be performed in procedures set forth in these Rules.
24. In case of erroneous consumption readings of the metering devices under the Consumer's (Customer's) control (for integral keeping) not associated with the violations of the Consumer (Customer) specified in item 27 of these Rules, the Supplier shall perform a re-calculation of the energy consumption by the Consumer (Customer). The re-calculation shall be performed for the period starting from the moment of until the last day of the reading, which shall not exceed 30 days. The amount of the consumed electricity shall be calculated at the average monthly consumption of the settlement month following the elimination of the reason for erroneous reading. The re-calculated amount of electricity shall be coordinated with the Consumer (Customer) and included in

the bill for the settlement month following the elimination of the reason for erroneous reading.

25. Commercial meters can be exposed to unscheduled testing upon the initiative of the Supplier or upon the requirement of the Consumer (Customer).

If the Consumer (Customer) has certain doubts regarding the functioning of the meters, he can forward a written request to the Supplier about testing of the meter.

At least 2 days prior to the dismantling of the meter for testing, the Supplier agrees with the Consumer (Customer) as to the term of the dismantling.

The accuracy of metering devices shall be based on the written conclusion of the testing.

If the unscheduled testing (calibration) is carried out upon the initiative of the Consumer (Customer), and in the result it turns out that the meters are not accurate, then the costs associated with the testing (calibration) shall be born by the supplier, otherwise – by the Consumer (Customer).

The costs associated with the dismantling, displacement and installation of the meters shall be calculated according to the methodologies developed by the ERC.

If the unscheduled testing (calibration) is carried out upon the initiative of the Supplier, then irrespective of the results, the costs associated with the testing (calibration) shall be born by the Supplier.

26. Based on the results of testing (calibration), if there have been instances of erroneous meter reading, the electricity consumption will be re-calculated for the prevailing part of the range stipulate by the accuracy class of the meter. Re-calculation should be carried out for the period starting from the date of restoration of metering until the date of the last testing, not to exceed 30 days. If the Consumer (Customer) has been charged an excessive amount, the Supplier shall be obliged to record it as an advance payment or return the excess to the Consumer (Customer) within 15 days of the confirmation of the error. For each delinquent day there will be a penalty at the rate specified in the Contract, not to exceed 0.1% daily. The calculated penalty must not exceed 10% of the amount subject to return.

The deficient amount shall be included by the Supplier in the bill for the current settlement month.

Deviations in the meters' readings are considered normal and do not require re-calculation of the consumed electricity and bills, unless exceeding the permissible norms.

27. In cases of violations in commercial meters contractually under the Consumer's (Customer's) control aimed at the reduction of meter readings by

changing the connection scheme, or the parameters of power or current transformers, by-passing, damaging the seals (breaking or forging), or hindering the function of the meter disk, etc. the Supplier shall draft a Metering Violation Act together with the Consumer (Customer). The Act shall be considered a special metering document to serve a basis for re-calculation of the amount of electricity consumed by the Consumer (Customer).

If the Consumer (Customer) does not agree to the Act, the issue shall be resolved by the ERC in legislative procedures.

28. After the drafting of the Metering Violation Act and restoration of the metering process, the Supplier shall perform a re-calculation of electricity consumption for the period starting from the moment of restoration of the metering until the last inspection (reading) of the commercial meter, with the actual load of the Consumer (Customer) and the number of work hours (taking into consideration the actual time of electricity supply).

Metering shall be restored by the Supplier based on the Metering Violation Act within no later than 3 working days. The costs associated with the restoration of metering and (or) repair of the meter shall be born by the Consumer (Customer).

29. The amount calculated on the basis of the Metering Violation Act shall be subject to redemption within no later than 15 days, otherwise the Supplier shall have the right to disconnect the Consumer's (Customer's) power supply and enforce the charging of the calculated amount in legislative procedures. If the Consumer (Customer) disputes the Act in court (by notifying the Supplier), then based on the notice from such authorities, the Supplier shall not have the right to disconnect the Consumer (Customer) until the issuance of the corresponding resolution.

Restoration of the Consumer's (Customer's) power supply shall take place based on the Act and within 12 hours of the presentation of the document confirming the payment of the calculated amount by the Consumer (Customer).

30. In instances when the Supplier discovers cases of illegal consumption (consumption without a contract), the Supplier shall have the right to cease the Consumer's (Customer's) power supply and claim compensation in legislative procedures.
31. In minimum load modes when the normal operation of meters is technically infeasible, the amount of electricity consumed by the Customer shall be calculated by the capacity of the actually connected electric installations connected throughout the entire period of minimum load.

The period of the minimum load and value of the aggregate load connected throughout that period with their accounting procedure shall be attached to the Contract.

32. In case of exceeding of the capacity in the Consumer's (Customer's) minimum load mode mentioned in the Contract, the amount of electricity consumed by the Consumer (Customer) shall be calculated according to the Item 31 of these Rules for period starting from the last registration of the meters' indication by the Supplier's representative until the instance of the violation.
33. The amendments in the Contract regarding the duration of the Customer's minimum load regimes and changes of the load are introduced upon the Customer's written request and the Supplier's consent. The amendments are made without the recalculation of the energy consumption during the previous periods.

CHAPTER 6

CONDITIONS FOR THE RESTRAINT AND CESSATION OF ELECTRICITY SUPPLY

34. The restraint and (or) cessation of electricity (capacity) supply in emergency situations or disasters takes place in conformance with the Contract and in procedures set forth in the RoA Legislation.
35. After notifying the Consumer (Customer) in writing in due time and order, the Supplier can partially or completely cease the power supply to the Consumer (Customer) (by keeping the specified emergency or technological ratified capacities) if the Supplier's representatives have not been provided access to the meters.

The Consumer's (Customer)'s energy supply shall be restored within 12 hours of the elimination of the above violation.

36. The Supplier's representative shall disconnect or restore the energy supply in the presence of the Consumer's (Consumers' representative) or after notifying the Consumer (Customer) about the interruption and after getting a consent for connection.

CHAPTER 7

LIABILITIES OF THE SUPPLIER AND THE CUSTOMER

37. The Supplier is obliged to provide safe and reliable quality electricity supply to the Consumer (Customer) based on the supply scheme approved by the Contract.

The Supplier shall be required to provide, and the Consumer (Customer) shall be required not to exceed the contractually approved capacity.

38. The Supplier shall not be responsible for power supply interruption to the Consumer (Customer) under the following circumstances:
- a) emergency situations, i.e. natural calamities, floods, quakes, hurricanes, etc.
 - b) inappropriate operations of the Consumer (Customer) (errors in switches or other actions resulting in service interruption) and accidents at the Consumer's (Customer)'s facilities;
 - c) conditions of supply's restriction or interruption specified in the Contract;
 - c) other cases specified in the RoA Legislation.

The Supplier shall be required to notify the Consumer (Customer) about the reasons of power supply restrictions and their elimination deadlines as soon as possible.

39. In instances of power supply interruptions due to the Supplier's fault, if the contractually specified amounts are not provided, upon the Consumer's (Customer's) requirement the amount of under-supplied electricity shall be determined by the actual period of under-supply and the average capacity during the previous month.

While calculating by average capacities, the amount of electricity consumed during the reported month is divided by the total number of working hours (8 hours being a one-shift working day, and 16 and 24 hours, correspondingly, 2 and 3-shift working days, unless otherwise provided in the Contract).

The period and reasons of the power supply interruptions are specified in the operative documents of the Supplier and the Consumer (Customer) and confirmed by a bilateral Act.

40. The Supplier shall review the Consumer's (Customer)'s notice about power supply interruption within 5 days and shall allocate a penalty at 2% of the cost of electricity that was not delivered. The Supplier shall pay the calculated penalty within 15 days or, upon the Customer's consent, shall record it as an advance payment or shall include it in the electricity bill for the current month.

If the payment is performed later than the above date, for each delinquent day the Supplier shall pay a 0.1%, not to exceed 10% of the calculated amount.

41. The Supplier shall be obliged to maintain the electricity quality criteria specified in the Contract, and if they are not included in the Contract, the quality indicators specified in technical rules and regulations.
42. The Supplier shall compensate the Consumer's (Customer's) losses due to the supply of electricity of inadequate quality in procedures set forth in this Contract and the RoA Legislation.

43. The Supplier shall not be responsible for supply of electricity of inadequate quality for those time periods when the Consumer (Customer) has not maintained the defined procedure (regime) of consumption.
44. The party at fault for deterioration of the electricity quality, as well as the time period of inadequate supply, is determined according to the readings of the recording devices or the results of statistic calculations. If there are no recording devices, the metering results are evaluated by the data recorded in operational documents of the Supplier and the Consumer (Customer). The results are recorded in an Act, developed by the Supplier and the Consumer (Customer).
45. The Supplier shall be responsible for the technical condition, satisfactory operating condition, safety and maintenance of the electric installations, distributing devices, cables, transmission lines, meters, which belong to the Consumer but are serviced by the Supplier, unless otherwise specified in the Contract.
46. The Consumer (Customer) shall be responsible for the maintenance of the electric installations, distributing devices and transmission lines, which are considered the Consumer (Customer)'s property.
47. The Consumer (Customer) is responsible only for the safe and sound maintenance of those meters, which are located on his property or on premises controlled by him and mentioned in the Contract. The Supplier shall be responsible for the covering the costs associated with the scheduled maintenance and operation of such meters, and the Consumer (Customer) shall be responsible for the costs associated with unscheduled repairs. The Supplier shall be responsible for the safety and maintenance of the Consumer (Customer)'s meters that are not located on his property or on the premises controlled by him, and shall bear the expenses of the scheduled and unscheduled maintenance and operation.

CHAPTER 8

ELECTRICITY USAGE BY RESIDENTIAL CUSTOMERS AND FACILITIES OF GENERAL USE IN RESIDENTIAL BUILDINGS

A. GENERAL PROVISIONS

48. Residential Consumers (Customers) shall be allowed to use electricity based on the contract signed with the Supplier.
49. The Supplier shall bear the costs of procurement and installation of the Consumer's (Customer's) commercial meters in procedures established by the ERC.

50. The Supplier shall open a Consumer (Customer)'s individual registration card in order to keep track of electricity consumption and payments.
51. The Supplier shall implement the power supply to the Consumers (Customers) if there are commercial meters (electricity metering devices) sealed in established procedures.

The Consumer (Customer) shall have the right to place additional seals on the commercial meter and other metering devices.

Commercial meters (metering devices) are those mentioned in the Contract.

The Contract shall contain the serial numbers and technical parameters of the commercial meters and other metering devices.

B. OPERATION OF FACILITIES IN RESIDENTIAL BUILDINGS AND PRIVATE RESIDENCE HOUSES

52. The owner or the organization (condominium, specialized enterprise) that serves the above installations shall be responsible for the technical condition, maintenance, safety and operation of the installations (electric lines for lighting the staircases, courtyard, basement, garrets, elevators, pumps, etc.) serving the common needs of the residential building.
53. The Supplier shall be responsible for the technical condition, maintenance, safety and operation of the distributing devices, feeding cables, transmission lines, as well as the lines extending from the Consumer's (Customer's) meters to their apartments, and in case of residence houses (summer houses) extending from the meters to the boxes (if they are located in the owner's premises) that belong to residential buildings and private residences.
54. The Consumer (Customer) shall be responsible for the technical condition, maintenance, safety of electricity use and operation of the electric wires, installations and transmission lines located on his residential premises, unless otherwise specified in the Contract.

C. OPERATION OF ELECTRICITY METERING DEVICES

The commercial meters must be installed in a way to:

- a) exclude any possibilities of mechanical damage or pollution;
- b) exclude any possibilities of unauthorized access to the connection scheme and meter operation;
- c) ensure visibility of the meter readings for the representatives of the Consumer (Customer) and the Supplier;

- d) ensure the security of maintenance and operation of the metering devices;
 - e) exclude any hazard to people's life and health.
56. Metering of electricity consumed by installations of common use at residential buildings shall be carried out by means of electricity metering devices. Costs associated with the procurement and installation of the meter shall be born by the Supplier, unless otherwise specified in the Contract.

D. RULES TO DETERMINE CONSUMPTION AND PAYMENT RATES FOR ELECTRICITY CONSUMED BY RESIDENTIAL CUSTOMERS AND INSTALLATIONS OF GENERAL USE AT RESIDENTIAL BUILDINGS

57. The amount of electricity consumed shall be determined in accordance with the readings of the commercial meter, and the payment procedures shall be determined according to these Rules.
58. The Supplier's authorized representative shall record the readings of the Consumer's (Customer's) metering devices on the last day of each month, in the presence of the Consumer (Customer) or the Consumer's (Customer's) authorized representative. If the Consumer's (Customer's) representative does not show up, the Supplier's representative makes a unilateral recording of the readings.
59. The owners of the installations and equipment or their representatives shall pay for electricity consumed for such installations and equipment general use in residential buildings, pursuant to the Contract, these Rules and the RoA Legislation.
60. The Consumer (Customer) shall pay for the electricity consumed in the apartments (residence houses), summerhouses, garages and other auxiliary buildings, unless otherwise specified in the Contract.
- If the residential customer carries out any legal business activities on the above premises, he shall be classified as Other Consumer (Customer).
61. Within 15 days the Consumer (Customer) pays for electricity to the Supplier based on the individual bill, payment lists posted in visible areas or documents registered in payment locations.
62. If payments are not performed within the above 15 days after the receipt of the bill, the Supplier can disconnect the Consumer (Customer) by giving him a 3-day advance notice in writing. Service shall be resumed within 12 hours following the presentation of the document of full reimbursement of the debt by the Consumer (Customer).

The Supplier may not disconnect the Consumer's (Customer's) energy supply if the Consumer (Customer) presents payment guarantees acceptable for the Supplier and (or) drafts a payment timetable with the Supplier on a contractual basis.

The Supplier shall have the right to disconnect the Consumer (Customer) if the latter does not cover his debt within the time period specified in the timetable.

63. In the event of discovering any errors in the bills, the Customer may apply to the Supplier, and later, if no satisfactory solution is given to the problem, to the ERC.

This item shall not, however, restrict the Consumer's (Customer's) right to resolve the issue in court.

Within 5 days of the receipt of the Consumer's (Customer's) complaint, the Supplier shall be obliged to check the calculations and inform the Customer about the results of the inspections.

In case the error in the bill is confirmed, if the Consumer (Customer):

- d) has already paid his bill, the Supplier shall be required to amend the bill and return the excess or record it as an advance payment, as the Consumer (Customer) wishes; in case of insufficient payment the Supplier shall include the outstanding amount in the bill for the current month. The excess shall be returned to the Consumer (Customer) within 15 days of the appeal. For each day after such period there will be a penalty at the rate specified in the Contract, but not to exceed 0.1% daily. The calculated penalty must not exceed 10% of the amount subject to return.
 - e) has not paid his bill, he will be given a new amended document, according to which the payment shall be performed in procedures set forth in these Rules.
64. In case of erroneous consumption readings of the metering devices under the Consumer's (Customer's) control (for integral keeping) not associated with the violations of the Consumer (Customer) specified in item 67 of these Rules, the Supplier shall perform a re-calculation of the energy consumption by the Consumer (Customer). The re-calculation shall be performed for the period starting from the moment of until the last day of the reading, which shall not exceed 30 days. The amount of the consumed electricity shall be calculated at the average monthly consumption of the settlement month following the elimination of the reason for erroneous reading. The re-calculated amount of electricity shall be coordinated with the Consumer (Customer) and included in the bill for the settlement month following the elimination of the reason for erroneous reading.
65. Commercial meters can be exposed to unscheduled testing upon the initiative of the Supplier or upon the requirement of the Consumer (Customer).

If the Consumer (Customer) has certain doubts regarding the functioning of the meters, he can forward a written request to the Supplier about testing of the meter.

At least 2 days prior to the dismantling of the meter for testing, the Supplier agrees with the Consumer (Customer) as to the term of the dismantling.

The accuracy of metering devices shall be based on the written conclusion of the testing.

If the unscheduled testing (calibration) is carried out upon the initiative of the Consumer (Customer), and in the result it turns out that the meters are not accurate, then the costs associated with the testing (calibration) shall be born by the supplier, otherwise – by the Consumer (Customer).

The costs associated with the dismantling, displacement and installation of the meters shall be calculated according to the methodologies developed by the ERC.

If the unscheduled testing (calibration) is carried out upon the initiative of the Supplier, then irrespective of the results, the costs associated with the testing (calibration) shall be born by the Supplier.

66. Based on the results of testing (calibration), if there have been instances of erroneous meter reading, the electricity consumption will be re-calculated for the prevailing part of the range stipulate by the accuracy class of the meter. Re-calculation should be carried out for the period starting from the date of restoration of metering until the date of the last testing, not to exceed 30 days. If the Consumer (Customer) has been charged an excessive amount, the Supplier shall be obliged to record it as an advance payment or return the excess to the Consumer (Customer) within 15 days of the confirmation of the error. For each delinquent day there will be a penalty at the rate specified in the Contract, not to exceed 0.1% daily. The calculated penalty must not exceed 10% of the amount subject to return.

The deficient amount shall be included by the Supplier in the bill for the current settlement month.

Deviations in the meters' readings are considered normal and do not require re-calculation of the consumed electricity and bills, unless exceeding the permissible norms.

67. In cases of violations in commercial meters contractually under the Consumer's (Customer's) control aimed at the reduction of meter readings by changing the connection scheme, or the parameters of power or current transformers, by-passing, damaging the seals (breaking or forging), or hindering the function of the meter disk, etc. the Supplier shall draft a Metering Violation Act together with the Consumer (Customer). The Act shall

be considered a special metering document to serve a basis for re-calculation of the amount of electricity consumed by the Consumer (Customer).

If the Consumer (Customer) does not agree to the Act, the issue shall be resolved by the ERC in legislative procedures.

68. After the drafting of the Metering Violation Act and restoring the metering, the Supplier shall perform a re-calculation for the electricity consumed, for the period starting from the date of metering restoration through the date of the last inspection (recording of the last meter reading) of metering devices, calculating for each day by the five-fold of the average daily consumption of the months of the year preceding the violation.

The metering shall be restored by the Supplier, based on the Metering Violation Act, within no more than 3 working days. The costs associated with the restoration of metering and (or) repair of the meter shall be borne by the Consumer (Customer).

69. The amount calculated on the basis of the Metering Violation Act shall be subject to redemption within no later than 15 days, otherwise the Supplier shall have the right to disconnect the Consumer's (Customer's) power supply and enforce the charging of the calculated amount in legislative procedures. If the Consumer (Customer) disputes the Act in court (by notifying the Supplier), then based on the notice from such authorities, the Supplier shall not have the right to disconnect the Consumer (Customer) until the issuance of the corresponding resolution.

Restoration of the Consumer's (Customer's) power supply shall take place based on the Act and within 12 hours of the presentation of the document confirming the payment of the calculated amount by the Consumer (Customer).

70. In instances when the Supplier discovers cases of illegal consumption (consumption without a contract), the Supplier shall have the right to cease the Consumer's (Customer's) power supply and claim compensation in legislative procedures.
71. In case of disputes concerning the accuracy of meter readings or the amount presented in the bill, the Consumer (Customer) can turn to the Supplier or the ERC.

This item shall not, however, restrict the Consumer's (Customer's) right to resolve the issue in court.

72. Disputes between the Supplier and Customers relevant to the payment of bills or penalties are settled in compliance with the procedures specified in the RoA Legislation.
73. Sections 2, 3, 4, 6, and 7 shall not apply to residential customers.